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*Attorneys for Defendants American Airlines
Group, Inc. and American Airlines, Inc.*

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Douglas Heir, a single man,

Plaintiff,

v.

American Airlines Group, Inc., a Delaware
corporation doing business in Arizona;
American Airlines, Inc., a Delaware
corporation doing business in Arizona;
Prospect Airport Services, Inc., an Illinois
corporation doing business in Arizona;
John Does I-X; Jane Does I-X;
Black and White Corporations
I-X; and ABC Partnerships I-X,

Defendants.

Case No. CV-24-03492-PHX-ROS

**DEFENDANTS AMERICAN
AIRLINES GROUP, INC. AND
AMERICAN AIRLINES, INC.'S
ANSWER**

Defendants American Airlines Group, Inc. ("AAG") and American Airlines, Inc. ("AA") (collectively, "Defendants"), through counsel undersigned, hereby respond to Plaintiff's Complaint as follows:

PARTIES

1. Answering Paragraph 1 of the Complaint, no allegation is asserted against Defendants; however, if it is deemed an allegation is asserted, Defendants deny same.

1 2. AAG admits the allegations contained within Paragraphs 2 and 3 of the
2 Complaint, as it pertains to AAG. In further answering Paragraphs 2 and 3 of the Complaint,
3 no allegation is asserted against AA; however, if it is deemed an allegation is asserted, AA
4 denies same.

5 3. AA admits the allegations contained within Paragraph 4 of the Complaint, as
6 it pertains to AA. In further answering Paragraph 4 of the Complaint, no allegation is
7 asserted against AAG; however, if it is deemed an allegation is asserted, AAG denies same.

8 4. Defendants admit the allegations contained within Paragraph 5 of the
9 Complaint.

10 5. AA admits the allegations contained within Paragraphs 6 and 7 of the
11 Complaint, as it pertains to AA. In further answering Paragraphs 6 and 7 of the Complaint,
12 no allegation is asserted against AAG; however, if it is deemed an allegation is asserted,
13 AAG denies same.

14 6. Defendants deny the allegations contained in Paragraph 8 of the Complaint.
15 AAG is a holding company with no employees that does not conduct any operations
16 whatsoever.

17 7. AAG denies the allegations contained within Paragraphs 9 and 10 of the
18 Complaint, as it pertains to AAG. In further answering Paragraphs 9 and 10 of the
19 Complaint, no allegation is asserted against AA; however, if it is deemed an allegation is
20 asserted, AA denies same.

21 8. Defendants deny the allegations contained within Paragraph 11 of the
22 Complaint. Defendants affirmatively allege that AAG does not conduct any operations, it
23 is a holding company with no employees.

24 9. AA admits the allegations contained within Paragraph 12 of the Complaint, as
25 it pertains to AA. In further answering Paragraph 12 of the Complaint, no allegation is
26 asserted against AAG; however, if it is deemed an allegation is asserted, AAG denies same.

27 10. Defendants deny the allegations contained within Paragraph 13 of the
28 Complaint. Defendants affirmatively allege that AAG does not conduct any operations, it

1 is a holding company with no employees.

2 11. AA admits the allegations contained within Paragraph 14 of the Complaint, as
3 it pertains to AA. In further answering Paragraph 14 of the Complaint, no allegation is
4 asserted against AAG; however, if it is deemed an allegation is asserted, AAG denies same.

5 12. Answering Paragraphs 15 through 19 of the Complaint, no allegation is
6 asserted against Defendants; however, if it is deemed an allegation is asserted, Defendants
7 deny same.

8 13. AAG denies the allegations contained within Paragraph 20 of the Complaint,
9 as it pertains to AAG. AAG affirmatively alleges it has no employees. In further answering
10 Paragraph 20 of the Complaint, no allegation is asserted against AA; however, if it is deemed
11 an allegation is asserted, AA denies same.

12 14. AA denies the allegations contained within Paragraph 21 of the Complaint, as
13 it pertains to AA. In further answering Paragraph 21 of the Complaint, no allegation is
14 asserted against AAG; however, if it is deemed an allegation is asserted, AAG denies same.

15 15. Answering Paragraph 22 of the Complaint, no allegation is asserted against
16 Defendants; however, if it is deemed an allegation is asserted, Defendants deny same.

17 16. Defendants deny the allegations contained within Paragraph 23 of the
18 Complaint.

19 17. AA admits the allegations contained within Paragraph 24 of the Complaint
20 insofar as it owed certain duties as defined by *applicable and controlling* law to its
21 passengers. AAG denies the allegations contained within Paragraph 24 of the Complaint.

22 **JURISDICTION AND VENUE**

23 18. Defendants deny the allegations contained within Paragraph 25 of the
24 Complaint, insofar as Plaintiff “suffered damages.” Defendants admit only that the
25 *allegation* of damages exceeds the jurisdictional minimum.

26 19. Defendants admit the allegations contained within Paragraph 26 of the
27 Complaint, insofar as Plaintiff makes certain *allegations* of acts and events.

28 20. Defendants deny the allegations contained within Paragraph 27 of the

1 Complaint.

2 21. Defendants deny the allegations contained within Paragraphs 28 and 29 of the
3 Complaint due to removal by Defendant Prospect.

4 **FACTUAL ALLEGATIONS**

5 22. Answering Paragraphs 30 through 58 of the Complaint, no allegation is
6 asserted against Defendants; however, if it is deemed an allegation is asserted, Defendants
7 deny same.

8 23. Defendants admit the allegations contained within Paragraphs 59 through 63
9 of the Complaint, insofar as the website AA.com contains the recited information and
10 assistance for accessible travel.

11 24. Answering Paragraph 64 of the Complaint, no allegation is asserted against
12 Defendants; however, if it is deemed an allegation is asserted, Defendants deny same.

13 25. AA admits the allegations contained within Paragraphs 65 through 68 of the
14 Complaint, as it pertains to AA. In further answering Paragraphs 65 through 68 of the
15 Complaint, no allegation is asserted against AAG; however, if it is deemed an allegation is
16 asserted, AAG denies same.

17 26. Answering Paragraph 69 of the Complaint, no allegation is asserted against
18 Defendants; however, if it is deemed an allegation is asserted, Defendants deny same.

19 27. AA admits the allegations contained within Paragraphs 70 and 71 of the
20 Complaint, as it pertains to AA, and insofar as the DOT made certain *allegations* that were
21 and are not admitted by AA. In further answering Paragraphs 70 and 71 of the Complaint,
22 no allegation is asserted against AAG; however, if it is deemed an allegation is asserted,
23 AAG denies same.

24 28. Answering Paragraphs 72 through 74 of the Complaint, no allegation is
25 asserted against Defendants; however, if it is deemed an allegation is asserted, Defendants
26 deny same.

27 29. AA admits the allegations contained within Paragraphs 75 through 95 of the
28 Complaint, as it pertains to AA, and insofar as certain *allegations* were made that were and

1 are not admitted by AA. In further answering Paragraphs 75 through 95 of the Complaint,
2 no allegation is asserted against AAG; however, if it is deemed an allegation is asserted,
3 AAG denies same.

4 30. Answering Paragraph 96 of the Complaint, no allegation is asserted against
5 Defendants; however, if it is deemed an allegation is asserted, Defendants deny same.

6 31. Defendants admit the allegations contained within Paragraph 97 of the
7 Complaint.

8 32. Defendants are currently without sufficient knowledge and information to
9 form a belief as to the truthfulness of the allegations contained within Paragraphs 98 and 99
10 of the Complaint and therefore deny same while demanding strict proof thereof. Defendants
11 will amend this Answer as needed.

12 33. Defendants admit the allegations contained within Paragraphs 100 and 101 of
13 the Complaint.

14 34. Answering Paragraph 102 of the Complaint, no allegation is asserted against
15 Defendants; however, if it is deemed an allegation is asserted, Defendants deny same.

16 35. Defendants are currently without sufficient knowledge and information to
17 form a belief as to the truthfulness of the allegations contained within Paragraph 103 of the
18 Complaint and therefore deny same while demanding strict proof thereof. Defendants will
19 amend this Answer as needed.

20 36. Answering Paragraph 104 of the Complaint, no allegation is asserted against
21 Defendants; however, if it is deemed an allegation is asserted, Defendants deny same.

22 37. Defendants are currently without sufficient knowledge and information to
23 form a belief as to the truthfulness of the allegations contained within Paragraph 105 of the
24 Complaint and therefore deny same while demanding strict proof thereof. Defendants will
25 amend this Answer as needed.

26 38. Answering Paragraph 106 of the Complaint, no allegation is asserted against
27 Defendants; however, if it is deemed an allegation is asserted, Defendants deny same.

28 39. Defendants are currently without sufficient knowledge and information to

1 form a belief as to the truthfulness of the allegations contained within Paragraph 107 of the
2 Complaint and therefore deny same while demanding strict proof thereof. Defendants will
3 amend this Answer as needed.

4 40. Defendants are currently without sufficient knowledge and information to
5 form a belief as to the truthfulness of the allegations contained within Paragraph 108 of the
6 Complaint and therefore deny same while demanding strict proof thereof. Defendants will
7 amend this Answer as needed.

8 41. Defendants deny the allegations contained within Paragraph 109 of the
9 Complaint.

10 42. AA admits the allegations contained within Paragraph 110 of the Complaint.
11 AAG denies the allegations contained within Paragraph 110 of the Complaint.

12 43. Answering Paragraph 111 of the Complaint, no allegation is asserted against
13 Defendants; however, if it is deemed an allegation is asserted, Defendants deny same.

14 44. Defendants are currently without sufficient knowledge and information to
15 form a belief as to the truthfulness of the allegations contained within Paragraphs 112
16 through 119 of the Complaint and therefore deny same while demanding strict proof thereof.
17 Defendants will amend this Answer as needed.

18 45. Answering Paragraphs 120 through 130 of the Complaint, no allegation is
19 asserted against Defendants; however, if it is deemed an allegation is asserted, Defendants
20 deny same.

21 46. Defendants deny the allegations contained within Paragraph 131 of the
22 Complaint.

23 47. Answering Paragraph 132 of the Complaint, no allegation is asserted against
24 Defendants; however, if it is deemed an allegation is asserted, Defendants deny same.

25 48. Defendants deny the allegations contained within Paragraph 133 of the
26 Complaint.

27 49. Defendants are currently without sufficient knowledge and information to
28 form a belief as to the truthfulness of the allegations contained within Paragraph 134 of the

1 Complaint and therefore deny same while demanding strict proof thereof. Defendants will
2 amend this Answer as needed.

3 50. Defendants deny the allegations contained within Paragraph 135 of the
4 Complaint.

5 51. Answering Paragraphs 136 through 152 of the Complaint, no allegation is
6 asserted against Defendants; however, if it is deemed an allegation is asserted, Defendants
7 deny same.

8 **COUNT ONE – NEGLIGENCE AND GROSS NEGLIGENCE**

9 52. Answering Paragraph 153 of the Complaint, Defendants reallege and
10 incorporate their responses to Paragraphs 1 through 152 of the Complaint as though fully set
11 forth herein.

12 53. AA admits the allegations contained within Paragraphs 154 and 155 of the
13 Complaint, as it pertains to AA. AAG denies the allegations contained within Paragraphs
14 154 and 155 of the Complaint.

15 54. Answering Paragraphs 156 through 158 of the Complaint, no allegation is
16 asserted against Defendants; however, if it is deemed an allegation is asserted, Defendants
17 deny same.

18 55. AA admits the allegations contained within Paragraphs 159 and 160 of the
19 Complaint, as it pertains to AA and insofar as *applicable and controlling* law provides.
20 AAG denies the allegations contained within Paragraphs 159 and 160 of the Complaint.

21 56. Defendants deny the allegations contained within Paragraphs 161 through 163
22 of the Complaint.

23 57. Answering Paragraphs 164 and 165 of the Complaint, no allegation is asserted
24 against Defendants; however, if it is deemed an allegation is asserted, Defendants deny
25 same.

26 58. Defendants admit the allegations contained within Paragraph 166 of the
27 Complaint, insofar as Defendants knew that a fall to any customer, including those with
28 disabilities, poses a significant risk.

1 59. Defendants deny the allegations contained within Paragraphs 167 through 172
2 of the Complaint, including that Plaintiff suffered or will suffer any injuries or damages as
3 a result of any actions on the part of Defendants.

4 **COUNT TWO – NEGLIGENCE PER SE**

5 60. Answering Paragraph 173 of the Complaint, Defendants reallege and
6 incorporate their responses to Paragraphs 1 through 172 of the Complaint as though fully set
7 forth herein.

8 61. Defendants deny the allegations contained within Paragraphs 174 through 175
9 of the Complaint.

10 62. AA admits the allegations contained within Paragraph 176 of the Complaint,
11 as it pertains to AA and insofar as *applicable and controlling* law provides. AAG denies
12 the allegations contained within Paragraph 176 of the Complaint.

13 63. Defendants deny the allegations contained within Paragraphs 177 through 184
14 of the Complaint, including that Plaintiff suffered or will suffer any injuries or damages as
15 a result of any actions on the part of Defendants.

16 **COUNT THREE – NEGLIGENT UNDERTAKING**

17 64. Answering Paragraph 185 of the Complaint, Defendants reallege and
18 incorporate their responses to Paragraphs 1 through 184 of the Complaint as though fully set
19 forth herein.

20 65. AA admits the allegations contained within Paragraphs 186 through 188 of the
21 Complaint, as it pertains to AA and insofar as *applicable and controlling* law provides.
22 AAG denies the allegations contained within Paragraphs 186 through 188 of the Complaint.

23 66. Answering Paragraphs 189 and 190 of the Complaint, no allegation is asserted
24 against Defendants; however, if it is deemed an allegation is asserted, Defendants deny
25 same.

26 67. AA admits the allegations contained within Paragraph 191 of the Complaint,
27 as it pertains to AA. AAG denies the allegations contained within Paragraph 191 of the
28 Complaint.

1 of the Complaint, including that Plaintiff suffered or will suffer any injuries or damages as
2 a result of any actions on the part of Defendants.

3 **COUNT FIVE – PUNITIVE DAMAGES**

4 78. Answering Paragraph 220 of the Complaint, Defendants reallege and
5 incorporate their responses to Paragraphs 1 through 219 of the Complaint as though fully set
6 forth herein.

7 79. Defendants deny the allegations contained within Paragraphs 221 through 223
8 of the Complaint, including that Plaintiff suffered or will suffer any injuries or damages as
9 a result of any actions on the part of Defendants.

10 **RULE 26.2 TIER ALLEGATION**

11 80. Defendants deny the allegations contained within Paragraph 224 of the
12 Complaint, including that Plaintiff suffered or will suffer any injuries or damages as a result
13 of any actions on the part of Defendants.

14 **DEMAND FOR JURY TRIAL**

15 81. Defendants hereby demand a trial by jury.

16 **AFFIRMATIVE DEFENSES**

17 Defendants state their Affirmative Defenses as follows:

18 82. Defendants deny each and every allegation contained within the Complaint
19 not heretofore specifically admitted herein.

20 83. Defendants affirmatively allege that Plaintiff's Complaint fails to state a claim
21 against Defendants upon which relief can be granted.

22 84. Defendants affirmatively allege that at the time and place alleged in Plaintiff's
23 Complaint, Plaintiff had a duty to exercise ordinary care.

24 85. Defendants affirmatively allege that Plaintiff was not damaged by the alleged
25 conduct of Defendants.

26 86. Defendants affirmatively allege that if Plaintiff was damaged, Plaintiff failed
27 to mitigate those damages.

28 87. Defendants affirmatively allege that if Plaintiff was damaged, Plaintiff was

1 not damaged to the extent claimed.

2 88. Defendants allege that Plaintiff may have assumed the risk of his own
3 decisions, actions, inactions, and/or inattention, as well as the risk of his alleged damages.

4 89. Defendants affirmatively allege that they did not create any alleged risk, which
5 Plaintiff claims caused his alleged damages, if any.

6 90. Plaintiff's damages, if any, may have been solely caused and/or contributed to
7 by Plaintiff's own negligence or inattention; or were occasioned by the conduct of others for
8 whom Defendants are not responsible.

9 91. Defendants affirmatively allege that the alleged damages sustained by Plaintiff
10 were caused wholly or in part by the fault of a third entity, and/or person or third-party
11 entities, and/or persons, whether a party to this action or not.

12 92. Defendants affirmatively allege that Defendants are responsible, if at all, to
13 Plaintiff only for their proportionate degree of fault, which Defendants specifically deny,
14 and they are entitled to have the trier of fact determine at one time the relative degrees of
15 fault for all persons and or entities whether named as defendants herein or not and including
16 Plaintiff.

17 93. Defendants affirmatively allege that Plaintiff may lack standing for the claims
18 asserted.

19 94. Defendants affirmatively allege that one or more of Plaintiff's claims may be
20 barred by the doctrines of *res judicata* and collateral estoppel, including claim and issue
21 preclusion.

22 95. Defendants affirmatively allege that one or more of Plaintiff's claims may be
23 barred by the applicable statute of limitations.

24 96. Defendants affirmatively allege that Plaintiff's claims are barred in whole
25 and/or in part pursuant to one or more of the following doctrines: laches, release, waiver,
26 accord and satisfaction, mistake, set-off, failure to avoid damages, and/or estoppel.

27 97. Defendants affirmatively allege that Plaintiff's claims are barred as
28 Defendants were not negligent, reckless, wanton, or careless and did not breach any duty

1 owed to Plaintiff.

2 98. Defendants reserves the right to amend this Answer to assert any additional
3 matter constituting an avoidance or affirmative defense, including without limitation, those
4 matters set forth in Rules 8(c) and 12 of the Federal Rules of Civil Procedure as discovery
5 shows to be applicable.

6 **PRAYER FOR RELIEF**

7 **WHEREFORE**, having fully answered Plaintiff's Complaint, Defendants pray:

8 A. That Plaintiff's Complaint be dismissed with prejudice and Plaintiff take
9 nothing thereby.

10 B. That Defendants have judgment on Plaintiff's Complaint.

11 C. That Defendants be awarded their costs incurred, expended, and accruing in
12 connection with the defense hereof as allowed by law and or the terms of applicable
13 agreements.

14 D. For other and further relief as the Court deems just and proper.

15
16 DATED: December 18, 2024

ZELMS ERLICH LENKOV

17
18
19 By: s/ Robert B. Zelms

Robert B. Zelms

Emily C. Cunion

Attorneys for Defendants American Airlines
Group, Inc. and American Airlines, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of December, 2024 I electronically filed the foregoing, using the CM/ECF system, which serves CM/ECF participants:

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